

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

RIVERA PIMENTEL, MIGDALIA

SANTOS TORRES, EFRAIN

DEBTORS

**RIVERA PIMENTEL, MIGDALIA
SANTOS TORRES, EFRAIN**

PLAINTIFFS

V.

**BANCO BILBAO VIZCAYA ARGENTARIA,
JOHN DOE, RICHARD ROE AND ABC
INSURANCE COMPANY**

Defendants

CASE NO.

09-00990

CHAPTER 13

ADV. PROC. NO.

MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE COURT:

COME NOW debtors, represented by the undersigned attorney and respectfully represent and pray as follows:

1. On April 13, 2009, debtors, filed the above captioned complaint.
2. The plaintiffs request for summary judgment is predicated in that there are no genuine issues as to any material facts and that the plaintiffs are entitled to a judgment against BANCO BILBAO VIZCAYA ARGENTARIA, as a matter of law.

3. The plaintiffs now files this Motion for Summary Judgment and this brief in support thereof.

4. Pursuant to the Federal Rules of Civil Procedure, when there is no genuine controversy as to the material facts and in the event that the applicable statute entitles the moving party to a judgment in its favor, the Court may enter a summary Judgment.

SUMMARY JUDGMENT STANDARD

5. Rule 56(c) of the Federal Rules of Civil Procedure provides that the summary judgment shall be rendered forth with if the pleadings depositions, answered to interrogatories and admission on file, together with the affidavits, if any, shows that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone, although there is a genuine issue as to the amount of damages. Where there are no genuine nor material facts that might affect the outcome of the case that court shall grant a properly filed motion for summary judgment.

6. Substantive law defines which facts are material and only dispute over facts that might affect the outcome of the case will defeat summary. Anderson v. Liberty Lobby, Inc., (106 S.Ct 2505 (1986)). In deciding whether a factual dispute is “genuine”, the court must determine whether the evidence is such that a reasonable jury could return a verdict for the nonmoving party. Anderson v. Liberty Lobby, Inc., supra at 2510. (Serrano- Cruz v. DFI Puerto Rico, Inc.,109 F. 3d 23, 25 (1st Cir. 1996); Sanchez v. Alvaro, 101 F 3d 223,227(1st Cir 1996)). In weighing whether a factual dispute is “material”, the court must examine the

substantive law of the case, because “only dispute over the facts that might affect the outcome of the suit under governing law will properly preclude the entry summary judgment”. Anderson v. Liberty Lobby, Inc., Supra at 2510; (see also Vinick v. Commissioner of Internal Revenue, 110 F. 3d 168,171 (1st cir. 1997); In Re Sanchez, 101 F. 3d at 227; Roche, 81 F. 3d at 253. “Thus the Substantive law defines which facts are material” In Re Sanchez, supra, at 227 (citing Anderson, 106 S.Ct. at 2509-10).

STATEMENT OF FACTS

7. The plaintiffs are the owners of property described as 2005 Mitsubishi Lancer, herein after referred as the collateral. Purchase contract, exhibit 1.
8. The collateral was purchased in March 8, 2006 for \$17,616.00. Purchase contract, exhibit 1.
9. The collateral was financed for a period of 60 at 12.70%. Purchase contract, exhibit 1.
10. The plaintiffs also purchased insurance coverage for the collateral. Said insurance is paid for and in place until March 8, 2011.
11. The collateral was recently valued as per Kelly Blue Book retail value at \$8,740.00, as per the attached valuation. Exhibit 2.
12. The prime rate on the date of the filing of this complaint was 3.25%. See attached exhibit 3.

13. Upon judgment in this adversary proceeding, the debtors will amend the chapter 13 to provide for payment of defendant's claim in the amount of \$4,275.00, exercising the "cramdown" option of 11 U.S.C. §1325 (a) (5) (B), providing for present value using the prime plus¹ formula approach, that is prime rate plus 2% which is (5.25%) of the total amount of the *value of the collateral* during the life of the plan, while the creditor will retain the lien until the secured portion of the claim is paid in full. The collateral will continue to be insured with the existing insurance policy until expiration of the original contract on March 8, 2011, and continued insurance will be provided by plaintiffs after that date until the value of the collateral plus the present value is completely paid.

STATEMENT OF QUESTIONS PRESENTED

- A. What is the value of the collateral?
- B. What is the appropriate rate for present value interest?

ARGUMENT

A. Value of the collateral

14. The value of the secured claim is governed by § 506(a) of the Code. Section 506(a) governs the determination of whether any portion of a creditor's claim should be classified as a secured claim:

(a)

¹ See Till V. SCS Credit Corporation, 124 S. Ct. 1951

(1) An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to setoff is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

(2) If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

(b) To the extent that an allowed secured claim is secured by property the value of which, after any recovery under subsection (c) of this section, is greater than the amount of such claim, there shall be allowed to the holder of such claim, interest on such claim, and any reasonable fees, costs, or charges provided for under the agreement or State statute under which such claim arose.

(c) The trustee may recover from property securing an allowed secured claim the reasonable, necessary costs and expenses of preserving, or disposing of, such property to the extent of any benefit to the holder of such claim, including the payment of all ad valorem property taxes with respect to the property.

(d) To the extent that a lien secures a claim against the debtor that is not an allowed secured claim, such lien is void, unless--

(1) such claim was disallowed only under section 502(b)(5) or 502(e) of this title; or

(2) such claim is not an allowed secured claim due only to the failure of any entity to file a proof of such claim under section 501 of this title.

15. The Court in Assocs. Commercial Corp. v. Rash, id., explained that a claim is divided into two parts, secured and unsecured.

"[A] secured creditors's claim is to be divided into secured and unsecured portions, with the secured portion of the claim limited to the value of the collateral. . . . To separate the secured from the unsecured portion of a claim, a court must compare the creditor's claim to the value of 'such property,' i.e., the collateral."

16. Attached to this motion there is a valuation of debtors' vehicle, in which it is established that the retail value at which said vehicle would be sold at retail in its present condition is \$4,275.00. **B.**

Present Value Interest

17. Having determined the value of the collateral, we then must turn our attention into the appropriate interest rate to compensate defendant for present value, to comply with the provision of 11 U.S.C. §1325(a)(5)(B)(ii). We are fortunate, because the Supreme Court has ruled in this issued and has determined that the appropriate interest rate is what is known as the *prime plus*. In the case of Till V. SCS Credit Corporation, 124 S. Ct. 1951, the Court squarely addressed the question of the appropriate interest rate to be paid to the creditor, under "cram down" bankruptcy provision 11 U.S.C. § 1325(a)(5)(B)(ii). The Court explained, with bold supplied:

The formula approach has none of these defects. Taking its cue from ordinary lending practices, the approach begins by looking to the **national prime rate, reported daily in the press**, which reflects the financial market's estimate of the amount a commercial bank should charge a creditworthy commercial borrower to compensate for the opportunity costs of the loan, the risk of inflation, and the relatively slight risk of default. Because bankrupt debtors typically pose a greater risk of nonpayment than solvent commercial borrowers, the approach then requires a bankruptcy court to adjust the prime rate accordingly. The appropriate size of that risk adjustment depends, of course, on such factors as the circumstances of the estate, the nature of the security, and the duration and feasibility of the reorganization plan. The court must therefore hold a hearing at which the debtor and any creditors may

present evidence about the appropriate risk adjustment. Some of this evidence will be included in the debtor's bankruptcy filings, however, so the debtor and creditors may not incur significant additional expense. Moreover, starting from a concededly low estimate and adjusting upward places the evidentiary burden squarely on the creditors, who are likely to have readier access to any information absent from the debtor's filing (such as evidence about the "liquidity of the collateral market," *post*, at _____, 158 L. Ed. 2d, at 813 (Scalia, J., dissenting)). Finally, many of the factors relevant to the adjustment fall squarely within the bankruptcy court's area of expertise.

Thus, unlike the coerced loan, presumptive contract rate, and cost of funds approaches, the formula approach entails a straightforward, familiar, and objective inquiry, and minimizes the need for potentially costly additional evidentiary proceedings. Moreover, the resulting "**prime-plus**" rate of interest depends only on the state of financial markets, the circumstances of the bankruptcy estate, and the characteristics of the loan, not on the creditor's circumstances or its prior interactions with the debtor. For these reasons, the prime-plus or formula rate best comports with the purposes of the Bankruptcy Code.

...

Thus, a court choosing a cram down interest rate need not consider the creditor's individual circumstances, such as its pre bankruptcy dealings with the debtor or the alternative loans it could make if permitted to foreclose. Rather, the court should aim to treat similarly situated creditors similarly, and to ensure that an objective economic analysis would suggest the debtor's interest payments will adequately compensate all such creditors for the time value of their money and the risk of default.

18. In the Till, *id.*, the Bankruptcy Court approved 1.5% and the Supreme Court noted that other courts have generally approved 1% to 3%. The Court said ... *it is sufficient to note that courts must choose a rate high enough to compensate a creditor for its risk **but not so high as to doom the bankruptcy plan.***

19. The collateral was financed at 12% also known as the contract rate. The prime rate at the time of the filing was 3.25. The plaintiffs submit that will be adequately protected and/or compensated by a present value of 5.25%, which is a reduction of the contract rate of only 7.45 points.

PRAYER

WHEREFORE plaintiffs prays from this Honorable Court to enter a judgement:

- a. Determining that the correct present value rate to pay in this case is 5.25%,
- b. Determining the value of the collateral is \$4,275.00,
- c. Declaring that BANCO BILBAO VIZCAYA ARGENTARIA's claim is secured only in the amount of \$4,275.00,
- d. Declaring that once the present value of the secured portion of the claim is paid in full BANCO BILBAO VIZCAYA ARGENTARIA shall surrender title of the collateral to the plaintiffs.
- e. And to provide any further relief under law or equity that is proper.

I HEREBY CERTIFY that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification, upon information and belief, of such filing to all parties in interest, including but not limited to: Monsita Lecaroz Arribas, Esq., U.S. Trustee's Office, Ochoa Building, Suite 301, 500 Tanca Street, Old San Juan, P.R. 00906, and José R. Carrión, Esq.. We will serve by regular mail this document to any the above-named persons, upon knowing that they are non CM/ECF participants.

RESPECTFULLY SUBMITTED.

In Carolina, Puerto Rico, April 12, 2010

LEGAL PARTNERS, P.S.C.

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Fax: (787) 791-4260

/s/ Juan M. Suárez Cobo

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Santos Torres, Efrain

BBVA
1738 Calle Amarillo
Rio Piedras, PR 00927

CONTRATO DE VENTA AL POR MENOR A PD. S.
(ACUERDO DE GRAVAMEN MOBILIARIO)

Vende y hace la siguiente divulgación requerida por Ley Federal y el(los)

EL VENDEDOR:

Criz Auto Corp. **PO BOX 361 HUMACAO PR 00782**
 NOMBRE COMPLETO Dirección Completa del Negocio Zip Code

COMPRADOR(ES):

NOMBRE COMPLETO
LFB LA MARINA K1 CALLE F CAROLINA PR 00970
Dirección Residencial (donde se enviarán todas las Notificaciones)

Compra(n) y grave(n) la siguiente mercancía denominada "Vehículo" o "Propiedad"

Dirección Residencial (donde se emiten todas las Notificaciones)

[illegible]

Año	Número de Usado	Marca y Modelo	Nº. Cilindros	Núm. de Identificación del Vehículo	Uso Principal
2008	N	MTS LANCER DE	4	JASA10E73U048135	Personal <input checked="" type="checkbox"/> Negocio <input type="checkbox"/>
<input type="checkbox"/> Transmisión Manual Opcional	<input type="checkbox"/> Ventanas Eléctricas	<input type="checkbox"/> Bala Eléctrica Hidráulica (Power Steering)	<input type="checkbox"/> Sieren	<input type="checkbox"/> 2 Puertas	
<input type="checkbox"/> Radio	<input type="checkbox"/> Aire Acondicionado	<input type="checkbox"/> Transmisión Automática	<input type="checkbox"/> Asientos Confort Eléctrico	<input checked="" type="checkbox"/> Otro - Descripción	<input checked="" type="checkbox"/> 4 Puertas
<input type="checkbox"/> Frenos de Fuerza (Power Brakes)					

TERMINI DEL CONTRATTO

EL VENDEDOR tiene intención de ceder este contrato al BANCO BILBAO VIZCAYA ARGENTARIA PUERTO RICO ("BIVA"). Si este contrato es cedido al BIVA puede que sea considerado como un acreedor bajo este contrato para propósitos del "Trust-in-Lending Act". En caso de que este contrato sea cedido al término "VENDEDOR" en su sucesivo inclusión al Cisionario "BIVA" y cualquier cessionario de ésta y así realdo, el Cisionario tendrá todos los derechos, poderes y prerrogativas del VENDEDOR bajo el mismo. Este contrato comprende el contrato entero entre las partes.

1. PAGOS: EL COMPRADOR se compromete a pagar al VENDEDOR o cesionario (el "Vendedor") todos los pagos establecidos en este contrato. Ademas:

A. Por cada plazo que esté en morosidad por un período mayor de quince (15) días, el COMPRADOR pagará cinco por ciento (5%) del plazo así vencido. Disponiéndose que toda cantidad de plazos inculpada a la fecha de vencimiento contribuirá acumulando intereses hasta su pago total. El COMPRADOR pagará al VENDEDOR inmediatamente toda cantidad de intereses así acumulada.

B. En caso de que el Contrato sea referido a abogado para acción de reposición de bienes muebles a peca su cobro por vía judicial, el COMPRADOR pagará cincuenta dólares (\$50.00) o el cinco por ciento (5%) del balance de la deuda, lo que sea mayor, en concepto de honorarios de abogado. Si mediante una estipulación, el COMPRADOR pagara por dichos honorarios cincuenta dólares (\$50.00) o el cinco por ciento (5%) de las sumas liquidadas...

C. Por cada cheque recibido en pago de cualquier cantidad y que sea devuelto el Compañero pagará un cargo de \$10.000.

D. El COMPRADOR pagará los derechos de constitución, cesión y cancelación del gravamen inmobiliario objeto de este Contrato y derechos requeridos por las agencias gubernamentales correspondientes.

E. Las Costas y gastos incurridos por Interpose una acción judicial en relación con este contrato, incluyendo, pero no limitado a, sellos de rentas internacionales, fianza judicial, costos de investigación y diligencia legal, grúa, seguros, almacenamiento, pesación y conservación del Vehículo.

G. Todos los pagos requeridos por este contrato se harán o remitirán a la oficina principal del Departamento de Financiamiento de Automóviles de BBAVA localizada en la Calle Amadorillo No. 1738, Río Piedras, Puerto Rico, 00926, o en cualquiera de sus sucursales ubicadas en Puerto Rico.

USO DE LA PROPIEDAD: EL COMPRADOR ~~se compromete~~ el Vehículo libre de toda clase de reclamaciones y gravámenes y no cedará ni ~~transmitirá~~ su interés en este Contrato, o en el Vehículo, ni sus derechos asociados a Pólizas de Seguro o Comités de Servicio para los

[illegible]

de sus obligaciones bajo el mismo, concepto en el COMPROBANTE de VENTA del VENDEDOR se encuentra escrito o la sustitución del Ecuador. La responsabilidad del Vehículo o de la propiedad aquí gravada sin el previo consentimiento escrito del VENDEDOR no transferirá el derecho alguno a favor del comprador. El COMPROBANTE se obliga a conservar el Vehículo en perfectas condiciones, con excepción del desgaste normal por uso y a consultarlo con todas las

los, reglamentando la dación de cuerpos gubernamentales aplicables. El COMPRADOR pagará puntualmente todas las contribuciones, derechos de licencia y cualquier otra obligación o penalidad impuesta por cualquier entidad gubernamental en relación con el vehículo. El COMPRADOR no usará el vehículo ilegal ni imprudentemente, no lo alquilará (o menos que así se considere en este momento) y no lo removerá de la jurisdicción del Estado de Virginia.

Los fines de obtener la liberación del vehículo de circulación internacional y cualquier cantidad de fuerza armada o gran efecto por el vehículo en la zona de frontera por el VEHICULO por el propietario del vehículo, que fue requerido para ello, en relación al tipo contractual de garantía implícita de comercialidad ("warranty of merchantability") y garantía implícita de que el vehículo es apto para un uso de comercio normal.

El presente contrato de Fianza de un particular por un particular, no implica garantía por Fianza por un particular por un particular, ni ninguna garantía expresa o implícita que se extienda más allá de la descripción del Vehículo en la Tira de este contrato, excepto las requeridas por el Código Civil de Puerto Rico y el Reglamento de Garantías en venta de vehículos de motor, promulgado por el Departamento de Asuntos del Consumidor del Estado Libre Asociado de Puerto Rico.

AVISO AL COMPRADOR: NO FIRME ESTE DOCUMENTO SIN VERIFICAR O SI EL MISMO CONTIENE ESPACIOS EN BLANCO. (ESTAMPADO OBRERO) A UNA

COPIA DE ESTE CONTRATO, BAJO LA LEY ACTUAL LEGAL, LE FUE DERECHO A
ALDAR POR ANTICIPADO EL BALANCE ADEUDADO AL SEÑOR CONTRATANTE. EN
ESTOS CASOS SE CANCELAN AL PRINCIPAL ADEUDADO A LA VEZ EL PAGO
DE CUALQUIER BALANCE PARA CUBRIR CARGOS O INTERESES DE SU EMPEÑO.

ERTIFICAR HABER RECIBIDO COPIA LLENA DE ESTE CONTRATO DE VENTA AL
OR MENOR A PLAZOS Y QUE HE LEIDO AMBOS LADOS DE ESTE DOCUMENTO
SUS AMIGOS

AL DEUDOR, USTED ESTA ADVERTIDO QUE EL ACREEDOR GARANTIZADO POR EL DEUDOR TENDRA DERECHO A LA POSESION DE LA PROPIEDAD GRAVADA EN CASO DE UN EVENTO DE INCUMPLIMIENTO, SIN INICIAR PROCEDIMIENTO

CONTRATO DE VENTA AL POR MENOR A PLAZOS

Escrito hoy 12 de enero de 2000
HUMACAO Puerto Rico.
Ante mí: [Firma]

Morgan

Firma del Vendedor **GRUPO auto**
HUMACAO, PR 00001
W73-022 Rev. 04-04

[illegible]


VEASE AL DORSO EN LA LISTA DE LOS PRODUCTOS

DETALLES DEL BALANCE DE PRINCIPAL Y CANTIDAD FINANZIADA			
1		PRECIO DE VENTA AL CONTADO	\$ 18200.00
		Precio de Venta Accesorios	\$
		Otros	\$
2	PRONTO PASO	<p>Pronto Pago en efectivo \$ 3000.00 (a)</p> <p>Vehículo llevado a cuenta (Trade-In)</p> <p>1900 CHEV CAMPUER</p> <p>Descripción: Marca-Año-Modelo</p> <p>Valor bruto acordado del vehículo \$ 1500.00</p> <p>Menos la cantidad adeudada de \$ 0.00</p> <p>Valor Neto acordado del</p> <p>Vehículo llevado en cuenta \$ 1500.00 (b)</p> <p>Bono (Retiene) \$ 0.00 (c)</p> <p>PRONTO PASO TOTAL (suma partidas a, b y c)</p>	\$ 3000.00
3		BALANCE ADICIONAL DEL PRECIO DE CONTADO	\$ 12200.00
4	CARGOS FINANCIEROS	<p>CARGOS FINANCIEROS: DIFERENCIÓN POR CREDITO SUYA</p> <p>Librería Seguros</p> <p>Disgüeserie y ACAA \$ 0.00 (d)</p> <p>Título / Tránsito \$ 10.00 (e)</p> <p>Declaración de Financiación Nacional, Cédula o Transito de Gravamen y Mobiliario Inscrito (Ley 28 del 17 de agosto de 1985) \$ 10.00 (f)</p> <p>Inscripción / Sellos \$ 78.00 (g)</p> <p>CARGOS POR DERECHOS</p> <p>(suma partidas d, e, f y g)</p> <p>Total \$ 90.00</p>	
5		SEGUROS / CONTRATOS DE SERVICIOS	\$ 6320.00
		(Verse contingencias adicionales anexas)	
6		BALANCE PRINCIPAL Y CANTIDAD FINANZIADA	\$ 17610.00
		(suma de partidas 3, 4 y 5)	

DISCULPACION REQUERIDA POR LEY FEDERAL CONOCIDA COMO "TRUTH IN LENDING ACT" Y EL "REGULAMENTO Z"

A large, dense, black and white image showing a close-up of a textured surface, possibly a book cover or a piece of fabric, with a grid-like pattern. The texture is highly detailed, with many small, dark, irregular shapes and lines creating a complex, almost abstract pattern. The overall appearance is that of a high-contrast, grainy photograph of a physical object.

PROGRAMS BY PAGE		
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AN ENGLISH TRANSLATION OF THIS CONTRACT IS AVAILABLE AT YOUR REQUEST.

PRIMER ORIGINAL

01 sep 2006 09:28:53 8398-0222-1186-00000000

08	08	Nuevo	CentOrig	JP	10 blanco
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ESTE ES SU
TITULO DE PROPIEDAD
CONSERVADO EN
SUO SEGURO.

04-2006

REFERENCES

A- 7207298

Exhibit. 2



Kelley Blue Book
THE TRUSTED RESOURCE
kbb.com

Send to Printer

2006 Mitsubishi Lancer ES Sedan 4D

BLUE BOOK® TRADE-IN VALUE

Do you own this car? It may qualify for a \$3,500 or \$4,500 credit (in lieu of trade-in cash) toward the purchase of a more fuel-efficient new car.

Click here to find out



Condition	Value
Excellent	\$5,750
Good	\$5,275
✓ Fair	\$4,525

(Selected)

Vehicle Highlights

Mileage: 50,000
Engine: 4-Cyl. 2.0 Liter
Transmission: 5 Speed Manual
Drivetrain: FWD

Selected Equipment

Standard

Air Conditioning	Power Door Locks	Single Compact Disc
Power Steering	Tilt Wheel	Dual Front Air Bags
Power Windows	AM/FM Stereo	

Blue Book Trade-In Value

Trade-in Value is what consumers can expect to receive from a dealer for a trade-in vehicle assuming an accurate appraisal of condition. This value will likely be less than the Private Party Value because the reselling dealer incurs the cost of safety inspections, reconditioning and other costs of doing business.

Vehicle Condition Ratings

Excellent

★★★★★

\$5,750

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear

Exhibit 2

- or visible defects.
- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

Good



\$5,275

- Free of any major defects.
- Clean title history, the paints, body, and interior have only minor (if any) blemishes, and there are no major mechanical problems.
- Little or no rust on this vehicle.
- Tires match and have substantial tread wear left.
- A "good" vehicle will need some reconditioning to be sold at retail.

Most consumer owned vehicles fall into this category.

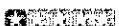
✓ Fair (Selected)



\$4,525

- Some mechanical or cosmetic defects and needs servicing but is still in reasonable running condition.
- Clean title history, the paint, body and/or interior need work performed by a professional.
- Tires may need to be replaced.
- There may be some repairable rust damage.

Poor



N/A

- Severe mechanical and/or cosmetic defects and is in poor running condition.
- May have problems that cannot be readily fixed such as a damaged frame or a rusted-through body.
- Branded title (salvage, flood, etc.) or unsubstantiated mileage.

Kelley Blue Book does not attempt to report a value on a "poor" vehicle because the value of these vehicles varies greatly. A vehicle in poor condition may require an independent appraisal to determine its value.

* Puerto Rico 7/3/2009

Exhibit 7.3

Adv: BUYING GUIDES From Wells Fary

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MORTGAGE

Prime rate, fed funds, COFI

By Bankrate.com

The prime rate, as reported by the Wall Street Journal's bank survey, is among the most widely used benchmark in setting home equity lines of credit and credit card rates. It is in turn based on the fed funds rate, which is set by the Federal Reserve. The COFI (11th District cost of funds index) is a widely used benchmark for adjustable-rate mortgages.

Click on the links below to find a fuller explanation of the term.

Prime rate, fed funds, COFI

Updated 4/7/2010

	This week	Month ago	Year ago
<u>WSJ Prime Rate</u>	3.25	3.25	3.25
<u>Federal Discount Rate</u>	0.75	0.75	0.50
<u>Fed Funds Rate (Current target rate 0-0.25)</u>	0.25	0.25	0.25
<u>11th District Cost of Funds</u>	1.614	1.786	2.003

Ratings methodology

What's included? The fed funds rate is the primary tool that the Federal Open Market Committee uses to influence interest rates and the economy. Changes in the fed funds rate have far-reaching effects by influencing the borrowing cost of banks in the overnight lending market, and subsequently the returns offered on bank deposit products such as certificates of deposit, savings accounts, and money market accounts. Changes in the fed funds rate and the discount rate also dictate changes in the Wall Street Journal Prime Rate, which is of interest to borrowers. The prime rate is the underlying index for most credit cards, home equity loans and lines of credit, auto loans, and personal loans. Many small business loans are also indexed to the Prime rate. The 11th District Cost of Funds is often used as an index for adjustable-rate mortgages.

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15 year fixed	20 year fixed refi
20 year fixed	30 year fixed refi
30 year fixed	30 year FHA refi
30 year FHA	See all fixed

ADJUSTABLE RATES (ARMS) AND INTEREST ONLY (IOS)

1 year ARM	1 year ARM refi	3/1 ARM (IO)	5/1 ARM (IO) refi
3/1 ARM	3/1 ARM refi	5/1 ARM (IO)	7/1 ARM (IO) refi
5/1 ARM	5/1 ARM refi	7/1 ARM (IO)	30 year fixed (IO) refi
7/1 ARM	7/1 ARM refi	30 year fixed (IO)	See all ARMS
10/1 ARM	10/1 ARM refi	3/1 ARM (IO) refi	See all IOS

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Mortgage Overnight Averages

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Product	Rate	+/-	Last week
30 yr fixed	5.20%		5.23%
15 yr fixed	4.48%		4.56%
5/1 ARM	4.00%		4.05%
30 yr fixed refi	5.26%		5.31%

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